U.S. DEPARTMENT OF COMMERCE BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

TOTAL MUNICIPALITY AND ADDRESS OF A PROPERTY.

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MONTH/YEAR O

7/31/97

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

# REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

#### NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

I (we) authorize public release of all information contained in the report and in any attached documents.

i (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief

The Export Administration Act permits you to protect from public discloure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying. You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determinies that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. MULTIPLE TRANSACTIONS: Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Managem

a. Identify firm submitting this report:	Specify firm type:	1b. Check any applicable box:	2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):			
Name: Weatherford Enterra, Inc. Address: 1360 Post Oak Blvd., Suite 1000 City, State and ZIP: Houston, Texas 77056 Country (if other than USA): Telephone: 713/439-9400 Firm Identification No. (Il known)	Exporter Bank Econwarder Carrier Insurer  Cother,	☐ Revision of a previous report (attach two copies of the previously submitted report) ☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)  ☑ Report on behalf of the person identified in item 2	Name: CRC-Evans Pipeline International Inc.  Address: P.O. Box 50368  City. State and ZIP: Tulsa, Oklahoma 74550  Country (if other than USA):  Type of firm: (see list in item ta) Domestic Subsidiary			
C. Request to carrier for blacklist certificate (submit two copies of blacklist certificate or train Unwritten, not otherwise provided for (make transcript of request and submit two copies L. Letter of credit R. Requisition/purchase order/accepted contract/ shipping instruction B. Bid invitation/tender/proposal/trade opportunity  Q. Questionaire (not related to a particular dollar value transaction)  9 Other written			INSPECTION COPY  Adot-31-87			
4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)						
R Have not taken and will not take the action requested						
T Have taken or will take the action requested						
5. Protection of Certain Information from Disclosure: (Check appropriate boxes and significant signifi	n Below)					
(we) certify that disclosure to the public of the information regarding quantity, descript	ion, and value of the commodities or	technical data contained in:				
X Column 9 of the attached continuation sheets (If you check this box, be sure to re-	nove column 9 from the Duplicate (P	ublic Inspection Copy)) of the continuation sheets.				

Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential

Robin C. Palmer

Type or print

(2) Also enter firm identification number assigned to exporting firm, it known.
(6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the

(7) Use codes round on Sheet No.3 to indicate whether action taken or not taken.
(8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as ifsted on continuation sheet(s).

SHEET NO.

REPORTING FIRM (Name)

Weatherford Enterra, Inc.

FORM BXA-6051P-a (Rev. 10-89)

> REPORT OF REQUEST FOR RESTRICTIVE TR **MULTIPLE TRANSACTIONS (Co**

	A CONTRACT OF THE CONTRACT OF			<del></del>				<del></del>
RSN SUBSET RTP/CLASS OTHER PARTY FIN	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1)	BOYCOTTING COUNTRY	BOYCOTTED COUNTRY OR COUNTRIES	DATE REQUEST RECEIVED BY FIRM (month/day/year)	REQUEST- ING DOCUMENT CODE	DECISION ON REQUEST CODE	YOUR REFERENCE NUMBER	
(1)	. (2)	(3)	(4)	(5)	(6)	(7)	(8)	
THIS SPACE FOR BXA USE	CRC-Evans Pipeline International, Inc., P.O. Box 50368, Tulsa, OK 74150		Israel	5/27/97	В≉	R	STR 97/1251	
02	CRC-Evans Pipeline International, Inc.	Abu Dhabi, U.A.E.	Israel	4/19/97	<b>B</b>	R	STR 97/1737	
03	CRC-Evans Pipeline International, Inc.	Abu Dhabi, U.A.E.	Israel	5/4/97	<b>B</b>	R	STR 97/1506	
64	CRC-Evans Pipeline International, Inc.	Abu Dhabi, U.A.E.	Israel	5/5/97	В	R	STR 97/1857	
05	CRC-Evans Pipeline International, Inc.	Abu Dhabi U.A.E.	Israel	6/06/91 <b>6/28/97</b>	В	R	STR 97/2347 oji uojieuojua	
06	CRC-Evans Papeline International, Inc.	Abu Dhabi U.A.E.	Israel	6/14/97	В	R	STR 97/2453	
07	CRC-Evans Pipeline International, Inc.	Abu Dhabi U.A.E.	Israel	6/17/97	В	R	STR 97/2454 Specifical Strain	
	*CRC-Evans did not receive Nation No. STR 97/1251. Because NPCC's page contains the reference to NP attached to this report a copy of	Instruction CC's General	page is typic Purchase Cond	cally received litions PROC/G	with to PC (the	he list	of commodities General Conditi	and the Instruction ons"), we have
	PUBLIC INSPECTION COPY						(Peno	
	. <b></b>	<u> </u>		<del> </del>	1			LIDCOMA D

STR 111.51

1/1

# National Petroleum Construction Company, Abu Dhabi - U.A.E. Telefax No. (009712) 549111

То		CRC EVANS- USA	No. of Pages	:	1+1 /.
Attn.	:	SALES EXPORT	Our Ref.	:	
Fax No.	:	918-438 6913	Date	:	
	•	,			

Subject : ENQUIRY NO.

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

- 1) <u>Material</u>
  As detailed in the attached Schedule of Prices & Rates.
- 2) Prices shall be based on Exworks delivery (your premises)/C&F Abu Dhabi, including domestic packing.
- 3) Itemised unit prices shall be valid for 60 days for each individual item and not be a condition for all items offered.
- Prices shall be inclusive of all commissions payable to Manufacturer's/Supplier's Local Agent in Abu Dhabi, if any.
- The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of providing the "No Objection Letter" when required.
- Prices of new items identified after the initial award shall not exceed the pro rata value for similar items covered by the Purchase Order.
- 7) For additional quantities no price variation shall be acceptable. Delivery pariod for additional quantities shall be the same as the original quantities whenever pariole.
- 8) The delivery period of the original quantities shall not be affected by of the above cited changes.
- 9) All other terms are as per "NPCC General Purchase Condition PROC/GPC"
- 10) Your bid with weight & volume should reach us on or the 23.04. 1997, 18.00 hours on our Fax No. 009712 549281 only. Any bid received to other fax numbers shall not be considered.

Regards,

NPCC Procurement -

Non-Project Materials Group

If Message is received incomplete or illegible, please call Tel: 549000, Ext. 2230

#### ARTICLE 29 : WAIVER

None of the conditions of the CONTRACT shall be considered waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

#### ARTICLE 30 : PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regerd SUPPLIER shall ensure that the packing and marking are to the best international stendards'and adequate to withstand all hazards during shipment and storage. Any loss/damage resulting from insufficient/defective packing/marking shall be to the account of SUPPLIER.

#### ARTICLE 31 : BOYCOTT OF ISRAEL

SUPPLIER and his assigness, SUSCONTRACTORS shall abide by and strictly observe all capulations and instructions in force from time to time by the league of Arab States regarding the Boycott of Israel aspecially those related to blacklisted companies, ships and persons.

Every consignment shall be accompanied by a Certificate of Origin certified by the respective Chamber of Commerce and authenticated by the U.A.E. Embassy/Consulate in the country of origin and in the absence of U.A.E. Embassy/Consulate there by any Arab Embassy/Consulate in the same country.

No material shall be procured which has been wholly or partially manufactured by the blacklisted company, and COMPANY shall not be liable for its confiscation or penalties thereto.

No consignment shall be shipped on the blacklisted ship or on a ship calling at an Israeli Port, and COMPANY shall not be bound by law to receive by such conveyence SUPPLIES ordered.

Documentation in regard to the boycott shall be as required by COMPANY and as called for observance in the CONTRACT.

#### ARTICLE 32 : STORAGE OF SUPPLIES

if so required by COMPANY, SUPPLIER shall withhold shipment and store the SUPPLIES or any part thereof free of cost to COMPANY for a period of thirty days.

## ARTICLE 33 : PUBLICITY AND ADVERTISING

SUPPLIER shall not, without the written permission of the COMPANY, refer to COMPANY in respect of SUPPLIES furnished under the CONTRACT in any advertisement or publication.

#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to COMPANY's rights under the CONTRACT and/or at Law, should SUPPLIES be delivered in error or in excess of the quantity ordered, COMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

#### ARTICLE 35 : APPLICABLE LAW

- 35.1 The laws, regulations and orders of the Emirate of Abu Dhabi and of the United Arab Emirates shall apply to CONTRACT. Abu Dhabi law, includes any law (national, state, municipal, local or others) requirements, ordinance, rules, decrea or regulation of any governmental authority or agency (national, state, municipal, local or others).
- 35.2 SUPPLIER shall obtain all licences, permits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performance of any part of him work hereunder which is to be performed in Abu Dhabi.
- 35.3 SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penalty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2.
- 35.4 The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.

#### ARTICLE 36 : COMMUNICATIONS

All communications of SUPPLIER regarding the CONTRACT shall be to the address specified in the PURCHASE ORDER or to such other address COMPANY may specify in writing.

#### ARTICLE 37 : CONTRACT WARDER

The CONTRACT number stated in the PURCHASE ORDER shall be shown on all invoices, communications, packing liste, containers and bills of lading.

#### ARTICLE 38 : EXPORT LICENCE AND PERMITS

SUPPLIER shall obtain or furnish, at his coat and expense, all necessary export licences and permits for the export of SUPPLIES or any part thereof furnished under the CONTRACT.

#### ARTICLE 39 : ARBITRATION

All disputes erising in connection with the CONTRACT which can not be settled amicably shall be finally settled in Abu Dhabi by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by preor more erbitrators appointed in accordance with a Rules. The arbitration shall be conducted in the Ruliah language. The arbitration award shall be finely and brinding upon the PARTIES.

1/1

National Petroleum Construction Company, Abu Dhabi - U.A.E. Telefax No. (009712) 549111

CRC EVANS- USA To

No. of Pages

Attn.

: F-1737/6503 Our Ref.

Fax No.

: 19.4.1997 Date

Subject

STR-97/1737 : ENQUIRY NO.

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

- 1) As detailed in the attached Schedule of Prices & Rates.
- Prices shall be based on Exworks delivery (your premises)/C&F Abu Dhabi, including 2) domestic packing.
- Itemised unit prices shall be valid for 60 days for each individual item and not be a 3) condition for all items offered.
- Prices shall be inclusive of all commissions payable to Manufacturer's/Supplier's 4) Local Agent in Abu Dhabi, if any.
- The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of 5) providing the "No Objection Letter" when required.
- Prices of new items identified after the initial award shall not exceed the pro rata value 6) for similar items covered by the Purchase Order.
- For additional quantities no price variation shall be acceptable. Delivery period for 7) . additional quantities shall be the same as the original quantities whenever possible.
- The delivery period of the original quantities shall not be affected by any of the above 8) cited changes.
- All other terms are as per "NPCC General Purchase Conditions PROC/GPC". 9)
- Your bid with weight & volume should reach us on or before 23.04 18.00 hours on our Fax No. 009712 - 549281 only. Any bid received to other fax numbers shall not be considered.

Regards,

Non-Project Materials Group

If Message is received incomplete or illegible, please call Tel: 549000, Ext. 2230

#### ARTICLE 29 : WAIVER

None of the conditions of the CONTRACT shell be considered None of the conditions of the CONTRACT shell be considered waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

#### ARYICLE 30 : PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regard SUPPLIER shall ensure that the packing and marking are to the best international standards and adequate to withstand the best international standards and adequate to withstand all hazards during shipment and storage. Any loss/damage resulting from insufficient/defective packing/merking shall be to the account of SUPPLIER.

#### ARTICLE 31 : BOYCOTT DE ISRAEL

SUPPLIER and his manigness, SUBCONTRACTORS shall abide by and strictly observe all cagulations and instructions in force from time to time by the league of Arab States regarding the Boycott of Israel especially those related to blacklisted companies, ships and persons.

Every consignment shall be accompanied by a Certificate of Origin certified by the respective Chamber of Commerce and euthenticated by the U.A.E. Embassy/Consulate in the country of origin and in the absence of U.A.E. Embassy/Consulate in

No material shall be procured which has been wholly or partially manufactured by the blacklisted company, and COMPANY shall not be liable for its confiscation or penalties thereto.

No consignment shall be shipped on the blacklisted ship or on a ship calling at an Israeli Port, and COMPANY shall not be bound by law to receive by such conveyance SUPPLIES

Documentation in regard to the boycott shall be as required by COMPANY and as called for observance in the CONTRACT.

#### ARTICLE 32 : STORAGE OF SUPPLIES

If so required by COMPANY, SUPPLIER shall withhold shipment and store the SUPPLIES or any part thereof free of cost to COMPANY for a period of thirty days.

#### ARTICLE 33 T PUBLICITY AND ADVERTISING

SUPPLIER shell not, without the written permission of the COMPANY, refer to COMPANY in respect of SUPPLIES furnished under the CONTRACT in any advantisement or publication.

#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to CCMPANY's rights under the CONTRACT and/or at Law, should SUPPLIES be delivered in error or in excess of the quantity ordered, CCMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

#### Z APPLICABLE LAW

- laws, regulations and orders of the Emirate of Abu of and of the United Arab Emirates shall apply to TRACT. Abu Dhabi law, includes any law (national, te, municipal, local or others) requirements, inance, rules, decree or regulation of any 35.1 The Dhabi CONTRACT. governmental authority or agency (national, state, municipal, local or others). ordinance, rules, de governmental authority
- SUPPLIER shall obtain all licences, permits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performence of any part of his work hereundar which is to be performed in Abu Dhabi. 35.2 SUPPLIER
- SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penalty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2. 35.3 SUPPLIER
- 35.4 The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.

#### ARTICLE 36 : COMMUNICATIONS

All communications of SUPPLIER regarding the CONTRACT shall be to the address specified in the PURCHASE ORDER or to such other address COMPANY may specify in writing.

#### CONTRACT NUMBER

The CONTRACT number stated in the PURCHASE ORDER shall be shown on all invoices, co containers and bills of lading. all invoices. communications, packing lists,

#### ARTICLE 38 : EXPORT LICENCE AND PERMITS

SUPPLIER shall obtain or furnish this cost and expense, all necessary export licences are primits for the export of SUPPLIES or any part thereof furnished under the CONTRACT.

ARTICLE 39 r ARBITRATION

All disputes erising becomection with the CONTRACT which can not be settled harbly shall be finally settled in Abu Dhabi by arbitration under the Rules of Conciliation and Arbitration of International Chamber of Commerce by one or more articators appointed in accordance with said Rules. Internation shall be conducted in the English language. The arbitration award shall be final and binding upon the Parties.

## National Petroleum Construction Company, Abu Dhabi - U.A.E. Telefax No. (009712) 549111

To Attn.	:	CRC BIBNS PIPEUNIE IN TUNK Sales/Export Dept.	No. of Pages Our Ref.	:	1+1 F-1506/58/9
Fax No.	:	19184386913 -	Date	:	02/04/97
Subject	:	ENQUIRY NO. STR 97/1506			

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

- 1) 11aterial detailed in the attached Schedule of Prices & Rates.
- Trices shall be based on Exworks delivery (your premises). 2)
- atemised unit prices shall be valid for 60 days for each individual item and not be a condition 3) for all items offered.
- Prices shall be inclusive of all commissions, payable to Manufacturer's/Supplier's Local Agent 4) in Abu Dhabi, if any.
- The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of 5) providing the "No Objection Letter" when required.
- Prices of new items identified after the initial award shall not exceed the pro rata value for 6) similar items covered by the Purchase Order.
- For additional quantities no price variation shall be acceptable. Delivery period for additional 7) quantities shall be the same as the original quantities whenever possible.
- The delivery period of the original quantities shall not be affected by any of the above cited 8) changes.
- All other terms are as per "NPCC General Purchase Conditions PROC/GPC". 9)
- Your bid with weight & volume should reach us on or before 09/04/1997, 18.00 hours on our 10) PUBLIC INSPECTION COPY Fax No. 009712 - 549281 only. Any bid received to other fax numbers shall not be considered.

Regards, NPCC ?rocurement Non-Project Materials Group

IF MESSAGE IS RECEIVED INCOMPLETE OR ILLEGIBLE, PLEASE CALL TEL: 548000, EXT. 2230

PMICR/3

#### ARTICLE 29 : MAIVER

None of the conditions of the CONTRACT shell be considered waived by COMPANY or SUPPLIER unless such waiver is given waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

#### ARTICLE 30 1 PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regard SUPPLIER shall ensure that the packing and marking are to the best international standards and adequate to withstandards and adequate to withstandards. the hezarde during shipment and storage. Any loss/damage from insufficient/defective packing/merking shall be to the account of SUPPLIER.

#### ARTICLE 31 : BOYCOTT OF ISRAEL

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Every consignment shall be accompanied by a Certificate of Origin certified by the respective Chamber of Commerce and euthenticated by the U.A.E. Embessy/Consulate in the country of origin and in the absence of U.A.E. Embessy/Consulate in the country of origin and in the absence of U.A.E. Embessy/Consulate in e country.

No material shall be procured which has been wholly or partially manufactured by the blacklisted company, and CONPANY shall not be liable for its confiscation or penalties thereto.

No consignment shall be shipped on the blacklisted ship or on a ship calling at an Israeli Port, and COMPANY shall not be bound by law to receive by such conveyance SUPPLIES

Documentation in regard to the boycott shall be as required by COMPANY and as called for observance in the CONTRACT.

## ARTICLE 33 T PUBLICITY AND ADVERTISING

#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to COMPANY's rights under the CONTRACT and/or at Law, should SUPPLIES be delivered in error or in excess of the quentity ordered, COMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

#### APPLICABLE LAW

- 35.1 The laws, regulations and orders of the Emirate of Abu Dhabi and of the United Arab Emirates shall apply to Unadi and of the United Arab Emirates shall apply to CONTRACT. Abu Dhabi law, includes any law (national, state, municipal, local or others) requirements, ordinance, rules, decree or regulation of any governmental authority or agency (national, state, municipal, local or others).
- SUPPLIER shall obtain all licences, permits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performance of any part of his work hereunder which is to be performed in Abu Dhabi. 35.2 SUPPLIER
- 35.3 SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penelty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2.
- 35.4 The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.

#### # COMMUNICATIONS

communications of SUPPLIER regarding the CONTRACT shall to the address specified in the PURCHASE ORDER or to such other address COMPANY may specify in writing.

#### ARTICLE 37 : CONTRACT NUMBER

The CONTRACT number stated in the PURCHASE ORDER shall be shown on all invoices, co-containers and bills of lading. communications, packing lists,

#### ARTICLE 38 : EXPORT LICENCE AND PERMITS

SUPPLIER shall obtain or furnish, at his cost and expense, all necessary export licences and permits for the export of SUPPLIES or any part thereof furnished under the CONTRACT.

ARTICLE 30 r ARBITRATION

ARTICLE 30 r ARBIT

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## National Petroleum Construction Company, Abu Dhabi - U.A.E.

Telefax No. (009712) 549111

To EUANS No. of Pages

Attn.

Sales/Export Dept.

Our Ref.

F-1857/ 7 306

Fax No.

(918) 438 6913

Date

01/05/97

Subject

ENQUIRY NO. STR 97/1857

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

- 1) <u>Material</u>
  - As detailed in the attached Schedule of Prices & Rates & cat.copy.
- Prices shall be based on Exworks delivery (your premises). 2)
- Itemised unit prices shall be valid for 60 days for each individual item and not be a condition 3) for all items offered.
- Prices shall be inclusive of all commissions, payable to Manufacturer's/Supplier's Local Agent 4) in Abu Dhabi, if any.
- The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of 5) providing the "No Objection Letter" when required.
- Prices of new items identified after the initial award shall not exceed the pro rata value for 6) similar items covered by the Purchase Order.
- For additional quantities no price variation shall be acceptable. Delivery period for additional 7) quantities shall be the same as the original quantities whenever possible.
- The delivery period of the original quantities shall not be affected by any of the above cited 8) changes.
- All other terms are as per "NPCC General Purchase Conditions ROC/GPC". 9)
- Your bid with weight & volume should reach us on or before 12/05/1997, 18.00 hours on our Fax No. 009712 549281 only. Any bid received to other fax numbers shall not be considered. 10)

Regards,

NPCC Procurement

Non-Project Materials Group

IF MESSAGE IS RECEIVED INCOMPLETE OR ILLEGIBLE. PLEASE CALL TEL: 649000, EXT. 2230

**PMICR/183** 

Rev. 005 06.02.1994

### NPCC GENERAL PURCHASE CONDITIONS (REF. NGPC-001)

#### ARTICLE 29 : MAIVER

None of the conditions of the CONTRACT shell be considered waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

#### ARYICLE 30 1 PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regard SUPPLIER shall ensure that the packing and marking are to the best international standards and adequate to withstand all hazards during shipment and storage. Any loss/damage resulting from insufficient/defective packing/marking shall be to the account of SUPPLIER.

#### ARTICLE 31 : BOYCOTT OF ISRAEL

SUPPLIER and his assignees, SUBCONTRACTORS shall abide by and strictly observe all cagulations and instructions in force from time to time by the league of Arab States regarding the Boycott of Israel especially those related to blacklisted companies, ships and persons.

Every consignment shell be accompanied by a Cartificate of Origin cartified by the respective chamber of Commerce and authenticated by the U.A.E. Embassy/Consulate in the country of origin and in the absence of U.A.E. Embassy/Consulate there by any Arab Embassy/Consulate in the same country.

No material shall be procured which has been wholly or partially menufactured by the blacklisted company, and COMPANY shall not be liable for its confiscation or penalties thereto.

No consignment shall be shipped on the blacklisted ship or on a ship calling at an Israeli Port, and CCMPANY shall not be bound by law to receive by such conveyance SUPPLIES

Documentation in regard to the boycott shall be as required by COMPANY and as called for observance in the CONTRACT.

### ARTICLE 32 : STORAGE OF SUPPLIES

If so required by COMPANY, SUPPLIER shall withhold shipment and atore the SUPPLIES or any part thereof free of cost of COMPANY for a period of thirty days.

ARTICLE 33 : PUBLICITY AND ADVERTISING

SUPPLIER shall not, without the written permission of the COMPANY, refer to COMPANY in respect of SUPPLIA Turnished under the CONTRACT in any advertisement or publication.

#### ARTICLE 33 : PUBLICITY AND ADVERTISING

#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to COMPANY's rights under the CONTRACT and/or at Law, should SUPPLIES be delivered in error or in excess of the quentity ordered, COMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

#### ; APPLICABLE LAW

- 35.1 The laws, regulations and orders of the Emirate of Abu Dhabi and of the United Arab Emirates shall apply to CONTRACT. Abu Dhabi law, includes any law (national, state, municipal, local or others) requirements, ordinance, rules, decree or regulation of any governmental authority or agency (national, state, municipal, local or others).
- SUPPLIER shall obtain all licences, permits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performance of any part of his work hereundar which is to be performed in Abu Dhabi. 35.2 SUPPLIER
- 35.3 SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penalty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2.
- 35.4 The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.

#### ARTICLE 36 : COMMUNICATIONS

All communications of SUPPLIER regarding the CONTRACT shall be to the address specified in the PURCHASE ORDER or to such other address COMPANY may specify in writing.

#### ARTICLE 37 : CONTRACT WUMBER

The CONTRACT number stated in the PURCHASE ORDER shall be shown on all invoices, concentrates and bills of lading. communications, packing

#### EXPORT LICENCE AND PERMITS

SUPPLIES shall obtain or furnish, at his cost and expense, all becassary export licences and permits for the export of SMANIES or any part thereof furnished under the CONTRACT.

#### ARBITRATION

disputes erising in connection with the CONTRACT which can not be settled amicably shall be finally settled in Abu
Dhabi by arbitration under the Rules of Conciliation and
Arbitration of the International Chamber of Commerce by one more erbitrators appointed in accordance with said se. The arbitration shall be conducted in the English language. The upon the PARTIES. The arbitration award shall be final and binding

# National Petroleum Construction Company, Abu Dhabi - U.A.E. Telefax No. (009712) 549111

To : CRC EVANUS PINE (INE INVERNATIONSE : 1+1

Attn. : Sales/Export Dept. Our Ref. : F-2347/ 9138

Fax No. : 1918 4386913 Date : 03.06.97

Subject: ENOUIRY NO. STR 97 / 2347

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

- 1) <u>Material</u>
  As detailed in the attached Schedule of Prices & Rates.
- 2) Prices shall be based on Exworks delivery (your premises).
- 3) Itemised unit prices shall be valid for 60 days for each individual item and not be a condition for all items offered.
- 4) Prices shall be inclusive of all commissions, payable to Manufacturer's/Supplier's Local Agent in Abu Dhabi, if any
- 5) The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of providing the "No Objection Letter" when required.
- 6) Prices of new items identified after the initial award shall not exceed the pro rata value for similar items covered by the Purchase Order.
- 7) For additional quantities no price variation shall be acceptable. Delivery period for additional quantities shall be the same as the original quantities whenever possible.
- 8) The delivery period of the original quantities shall not be affected by any of the above cited changes.
- 9) All other terms are as per "NPCC General Purchase Conditions PROC/GPC".

10) Your bid with weight & volume should reach us of before 10/06/1997, 18.00 hours on our Fax No. 009712 - 549281 only. Any bid received to other fax numbers shall not be considered.

Regards,

NPCC Procurement

Non-Project Materials Group

Now 40 34" Hyd. 4 2 50

IF MESSAGE IS RECEIVED INCOMPLETE OR ILLEGIBLE, PLEASE CALL TEL: 649000, EXT. 2230

PMICR/231

#### ARTICLE 29 : WAIVER

the conditions of the CONTRACT shell be considered waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

#### ARTICLE 30 : PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regard SUPPLIER shall ensure that the packing and marking are to the best international standards and adequate to withstand all hazards during shipment and storage. Any loss/damage resulting from insufficient/defective packing/marking shall be to the account of SUPPLIES. be to the account of SUPPLIER.

#### ARTICLE 31 : BOYCOTT OF ISRAEL

SUPPLIER and his assignees, SUSCONTRACTORS shall abide by and strictly observe all capulations and instructions in force from time to time by the league of Arab States regarding the Boycott of Israel especially those related to blacklisted companies, ships and persons.

Every consignment shell be accompanied by a Cartificate of Origin certified by the respective chamber of Commerce and euthenticated by the U.A.E. Embessy/Consulate in the country of origin and in the absence of U.A.E. Embassy/Consulate there by any Arab Embassy/Consulate in

No material shall be procured which has been wholly or partially manufactured by the blacklisted company, and COMPANY shall not be liable for its confiscation or penalties thereto.

consignment shall be shipped on the blacklisted ship or a ship calling at an Israeli Port, and COMPANY shall not bound by law to receive by such conveyance SUPPLIES No consignment

## ARTICLE 33 1 PUBLICITY AND ADVERTISING

#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to COMPANY's rights under the CONTRACT . and/or at Law, should SUPPLIES be delivered in error or in excess of the quentity ordered, COMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

#### ARTICLE 35 ; APPLICABLE LAW

- The laws, regulations and orders of the Emirate of Abu Dhabi and of the United Arab Emirates shall apply to CONTRACT. Abu Dhabi law, includes any law (national, state, municipal, local or others) requirements, ordinance, rules, decrea or regulation of any governmental authority or agency (national, state, municipal, local or others).
- SUPPLIER shall obtain all licences, parmits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performance of any part of his work hereunder which is to be performed in Abu Dhabi. 35.2 SUPPLIES
- 35.3 SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penalty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2.
- The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Ohabi and of the United Arab Emirates.

#### ARTICLE 36 - COMMUNICATIONS

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#### CONTRACT NUMBER

The CONTRACT number stated in the PURCHASE DROER shall be communications, packing lists,

ARTICLE 32 : STORAGE OF SUPPLIES

If so required by COMPANY, SUPPLIER shall withhold ships and atone the SUPPLIES or any part thereof free of company for a period of thirty days.

ARTICLE 33 : PUBLICITY AND ADVERTISING

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SUPPLIER shall not, without the written period of the COMPANY, refer to COMPANY in respect of SURLIES furnished under the COMPANY and advertisement or publication.

ARTICLE 33 : EXPORT LICENCE AND PERMITS

ARTICLE 39 : ARBITRATION

ARTICLE 39 : ARBITRATION

All disputes arising in connection with the CONTRACT which can not be settled smirably shall be finally settled in Abu Dhabi by arbitration under the Rules of Conciliation and Arbitration of the Intermetional Chamber of Commerce by one or more arbitration shall be convinced in accordance with a supplied in accordance with a su

National Petroleum Construction Company, Abu Dhabi - U.A.E.

Telefax No. (009712) 549111

To: CRC-EMAS PREAME, U.S. No. of Pages: 1+2

Attn: SALES DEPARTMENT/L. KELLY Our Ref.: F-2453/967

Fax No.: (98) MUSS-693

Subject: ENOUTRY NO. STR-97/2453

AND THE

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

- 1) Material
  As detailed in the attached Schedule of Prices & Rates.
- Prices shall be based on Exworks delivery (your premises)/C&F Abu Dhabi, including domestic packing.
- Itemised unit prices shall be valid for 60 days for each individual item and not be a condition for all items offered.
- Prices shall be inclusive of all commissions payable to Manufacturer's/Supplier's Local Agent in Abu Dhabi, if any.
- The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of providing the "No Objection Letter" when required.
- Prices of new items identified after the initial award shall not exceed the pro rata value for similar items covered by the Purchase Order.
- For additional quantities no price variation shall be acceptable. Delivery period for additional quantities shall be the same as the original quantities whenever possible.
- 8) The delivery period of the original quantities shall not be affected any of the above cited changes.
- 9) All other terms are as per "NPCC General Purchase Conditions PROC/GPC".
- Your bid with weight & volume should reach us on or store Jove 23, 1997, 18.00 hours on our Fax No. 009712 549281 on Any bid received to other fax numbers shall not be considered.

Regards,

NPCC Procurement

Non-Project Materials Group

If Message is received incomplete or illegible, please call Tel: 549000, Ext. 2230

#### ARTICLE 29 : WATVER

None of the conditions of the CONTRACT shall be considered waived by COMPANY or SUPPLIER unless such waiver is given in writing to the other PARTY. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of the conditions of the CONTRACT Unless expressly stipulated in such weiver.

#### ARTICLE 30 : PACKING & MARKING

SUPPLIER shall strictly comply with the Packing & Marking Instructions, if any, specified in the CONTRACT. In the absence of any specific instructions in this regard SUPPLIER shall ensure that the packing and marking are to the best international standards and adequate to withstand all hazards during shipment and storage. Any loss/damage all hazarde during shipment and storage. Any loss/damage resulting from insufficient/defective packing/merking shall be to the account of SUPPLIER.

#### ARTICLE 31 : BOYCOTT OF ISRAEL

and his assigness, SUSCONTRACTORS shall abide by SUPPLIER and strictly observe all regulations and instructions in force from time to time by the league of Arab States regarding the Boycott of Israel especially those related to blacklisted companies, ships and persons.

Every consignment shall be accompanied by a Cartificate of Origin certified by the respective Chamber of Commerce and authenticated by the U.A.E. Embassy/Consulate in the country of origin and in the absence of U.A.E. Embassy/Consulate there by any Arab Embassy/Consulate in

No material shall be procured which has been wholly or pertially menufactured by the blacklisted company, and COMPANY shall not be liable for its confiscation or penalties thereto.

shall be shipped on the blacklisted ship or No consignment on a ship calling at an Israeli Port, and COMPANY shall not be bound by law to receive by such conveyance SUPPLIES

Documentation in regard to the boycott shall be as required by COMPANY and as called for observance in the CONTRACT.

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If so required by COMPANY, SUPPLIER shall withhold append and store the SUPPLIES or any part thereof free of the to COMPANY for a period of thirty days.

ARTICLE 33 : PUBLICITY AND ADVERTISING
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## ARTICLE 33 1 PUBLICITY AND ADVERTISING

SUPPLIER shall not, without the written the sign of the COMPANY, refer to COMPANY in respect of Pries furnished under the CONTRACT in any advertisement publication.

#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

Without prejudice to COMPANY's rights under the CONTRACT and/or at Law, should SUPPLIES be delivered in error or in excess of the quentity ordered, COMPANY may return same to SUPPLIER at SUPPLIER's risk and expenses.

#### ARTICLE 35 : APPLICABLE LAW

- 35.1 The laws, regulations and orders of the Emirate of Abu Dhabi and of the United Arab Emirates shall apply to CONTRACT. Abu Dhabi law, includes any law (national, state, municipal, local or others) requirements, ordinance, rules, decrea or regulation of any governmental authority or agency (national, state, municipal, local or others).
- SUPPLIER shell obtain all licences, permits and authorisations required by Abu Dhabi law to be obtained in the name of SUPPLIER for the performance of any part of his work hereunder which is to be performed in Abu Dhabi. 35.2 SUPPLIER
- 35.3 SUPPLIER shall defend, indemnify and hold harmless COMPANY from any liability or penelty which may be imposed by Abu Dhabi or the United Arab Emirates Governmental Authorities on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 35.2.
- The construction, validity and performance of the CONTRACT and the legal relations of the PARTIES under CONTRACT shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.

#### ARTICLE 36 - COMMUNICATIONS

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#### CONTRACT NUMBER

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# PACLE 38 : EXPORT LICENCE AND PERMITS

PPLIER shall obtain or furnish, at his cost and expense, all necessary export licences and permits for the export of SUPPLIES or any part thereof furnished under the CONTRACT.

#### ARTICLE 39 : ARBITRATION

All disputes erising in connection with the CONTRACT which can not be settled emicably shall be finally settled in Abu Dhabi by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commarce by one more embitrators appointed in accordance with said Rules, language. The upon the PARTIES. The arbitration award shall be final and binding

1/1 T168 214.

## National Petroleum Construction Company, Abu Dhabi - UAE Telefax No. (009712) 549111

CRC EVans-us A. No. of Pages: 1+1 To

: F-2454/97-65 Sales/Export Dept. Our Ref. Attn.

464 6655 1 918 433 6913 Date : June 12, 1997 Fax No.

: **ENQUIRY NO. STR-97/2454** Subject

We invite you to submit your best price and delivery period for the item(s) specified below and based on the following:

1.0 Material

As per attached Schedule of Prices & Rates.

- 2.0 Prices shall be based on Exworks delivery (your premises), including domestic packing.
- Itemised unit prices shall be valid for 60 days for each individual item and not be a condition for all items offered.
- 4.0 Prices shall be inclusive of all commissions payable to Manufacturer's/Supplier's Local Agent in Abu Dhabi, if any.
- 5.0 The Manufacturer/Supplier shall notify his Local Agent of this ITB for the purpose of providing the "No Objection Letter" when required.
- 6.0 Prices of new items identified after the initial award shall not exceed the pro rata value for similar items covered by the Purchase Order.
- 7.0 For additional quantities no price variation shall be acceptable. Delivery period for additional quantities shall be the same as the original quantities whenever possible.
- The delivery period of the original quantities shall not be affected by any of the above cited changes.
- 9.0 All other terms are as per "NPCC General Purchase Conditions PROC/GPC".
- 10.0 Your bid with weight & volume should reach us on or before June 21, 1997 and 1800 Hrs. on our fax No. 009712 549281 only. Any bid received to other fax numbers shall prive considered.
  Regards,

IF MESSAGE IS RECEIVED INCOMPLETE OR ILLEGIBLE, PLEASE CALL TEL: 549000, EXI: 2230 p3310v/97

#### ARTICLE 29 : WAIVER

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#### PUBLICITY AND ADVERTISING

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#### ARTICLE 34 : EXCESS OR INCORRECT SUPPLIES

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#### : CONTRACT WUNDER

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## ARTICLE 39 : ARBITRATION

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